

EXHIBIT B



White Pine

Serial# SNDEF-BPJIA-CTBFT-HCJAF-GAHPG

Renee Frenquet
Psychological Insights
2000 North Ocean Blvd.
Suite 102
Boca Raton, FL 33431

certificate of maintenance

Maintenance Dates: 7/31/99 - 10/31/00

Service Contract #: MP00000493

Product: MeetingPoint for NT

Platform:

Number of Users: 25

Version: 4.0

This certificate of maintenance entitles you to the following:

- automatic shipment of all maintenance releases
- unlimited toll-free support
- telephone coverage from 8:00 a.m. - 8:00 p.m. EST
- access to support via fax, Internet, World Wide Web

If you need support or would like to renew your maintenance contract, please call **1.800.746.3778**

Alternate contact methods: **Fax to 603.886.9051, or via the Web at: <http://www.wpine.com/help/>**

Please have your Service Contract number available when contacting White Pine for technical support.

CUseMe
NETW RKS

MeetingPoint for NT ANNUAL MAINTENANCE

Renee Frenqut
EQR.com/Psychological Insights
2000 North Ocean Blvd. Suite 102
Boca Raton, FL 33431
USA

Current Status of Agreement:

| | |
|-------------------------|-------------------------------|
| Maintenance Expiration: | 10/31/00 |
| Serial Number: | SNDEF-BPJLA-CTBFT-HCJAF-GAHPG |
| Product: | MeetingPoint for NT |
| Number of Users: | 25 |

Maintenance Price: **\$3,995.00**

If any information is missing or incorrect, please call CUseMe Networks Support Department at 800-746-3778.

Please fax this form with your Purchase Order to the attention of Maintenance Renewals to 603-886-9051. Or, mail it to the attention of Maintenance Renewals, CUseMe Networks, 542 Amherst Street, Nashua, NH 03063.

Thank you for your continued support of our products!

World Headquarters
542 Amherst Street
Nashua, NH 03063
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F 603 886 9051

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WILLIAM A. KASS

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April 27, 2000

Delivered by Certified Mail

Mr. Killko A. Caballero
Chief Operating Officer & President
White Pine Software
542 Amherst Street
Nashua, NH 03063

Dear Mr. Caballero:

This firm has been retained by Renee Frengut, Ph.D., President and Chief Executive Officer of eQualitative.com, to pursue substantial claims against White Pine Software, for, among other things, breach of warranties as to fitness and use and misrepresentation.

Dr. Frengut is an expert in the field of marketing. Her clients include Fortune 500 companies for which she conducts market research, involving the extensive use of focus groups. Dr. Frengut bills out her personal time to her clients at \$3,000.00 per day.

In or about early 1999, Dr. Frengut learned that White Pine Software made a software product that had a potentially exciting application for her market research business. Her initial contact was with Ms. Jennifer Basile, a sales representative, and Willy Wiegler, Director of Creative Services. At her own personal expense, Dr. Frengut went to Nashua on May 24, 1999, to learn about White Pine's products and to make a determination as to whether or not such software products could be utilized in her market research field.

During the meeting, Dr. Frengut explicitly detailed her needs and requirements for software products in order to ascertain whether White Pine Software could, indeed, deliver on those requirements. Essentially, she detailed to White Pine personnel the program which she envisioned - that is - the procurement of software which had the capability of permitting Dr. Frengut to run meetings of approximately six people, plus a moderator, from various parts of the country who could connect to Dr. Frengut's server via the Internet (nearly all via modems) and to have her clients observe the discussions from their corporate offices, wherever located. Willy Wiegler, Jennifer Basile, as well as other technical support people who were present at that meeting, confirmed that Meeting Point and CUSeeMe could in fact successfully deliver her requirements, especially if she

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optimized her computer hardware, and her bandwidth connection to the Internet. Dr. Frengut assured those present that since computer technology was not her strong suit, she not only would purchase the software but would follow, to the letter, White Pine's directions in obtaining whatever computer hardware was necessary to optimally run Meeting Point and CUSeeMe to conduct her market research focus groups online.

Dr. Frengut recognized that, with White Pine Software, she could effectively revolutionize the manner in which market research focus groups were conducted. It was an exciting time for her. She went ahead and incorporated a new company, known as eQualitativeResearch.com, a Florida corporation, with offices in both Florida and New York. The business purpose of eQualitativeResearch.com was to service clients by permitting Dr. Frengut to assemble focus groups where the participants could be seen and heard by each other, the moderator (Dr. Frengut), and the corporate clients, without leaving their respective homes or offices. The basis of all this was White Pine's representations to Dr. Frengut that Meeting Point and CUSeeMe software could permit focus group participation via modem connection so long as the modems were at least 56K. Dr. Frengut, serving as moderator, would be able to hear and see, with motion, the participants in her focus group. The participants, in turn, could see and hear each other and Dr. Frengut and all participants could successfully converse and interact.

Dr. Frengut has spent the last year actively devoting herself to the implementation of eQualitativeResearch.com's business utilizing White Pine Software. But after expending nearly \$100,000.00, setting aside the enormous commitment of her personal time, and following White Pine's hardware recommendations to the letter, there has yet to be run a single successful meeting, utilizing White Pine Meeting Point software. We set forth below a brief chronology.

Dr. Frengut purchased or leased every single piece of equipment that was recommended by White Pine's technical staff. She leased a state of the art Dell computer server costing more than \$6,000, with an additional \$500 power supply back-up and \$800 in installation expense, two state of the art (550 Pentium III) Dell desktops, and a notebook, all with the recommended hardware and software needed to successfully and maximally run White Pine's software products, according to the expert advice from White Pine's staff. The server was leased for the sole purpose of running the White Pine software and continues to this very day to cost \$400 a month for "co-location services" at a local Internet provider named WAMnet. eQualitativeResearch.com also purchased several video cameras and other peripheral equipment as well as spending well over \$20,000 on developing a web site and banner ads for the Internet. eQualitativeResearch.com has spent another \$30,000 for advertising and promotion costs, as well as the usual start-up costs for telephones, stationery, brochures, web site development, hosting and support, etc.

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In addition to the hardware and software costs, there also were considerable costs associated with installing an ISDN telephone connection for eQualitative's New York office and ordering a DSL service contract (also with high installation fees) for the Florida office, both with very costly technical consulting fees.

Once all of these pieces were successfully in place, all attempts to actually run White Pine Software and the entire associated technology to implement the business program were FUTILE. In early August, 1999, Dr. Frengut and her business associate made a trip to Nashua for a two-day training seminar. White Pine charged them a fee of \$2,950, on top of the travel costs, lodging, transportation, and food that Dr. Frengut and her associate personally incurred. The training was a fiasco. None of the equipment needed for training on the software was functioning for the duration of their stay in Nashua. They never did see the software equipment actually work. They were told that the software worked fine, but that the internal system at White Pine was being "stressed tested" during their visit which is how the staff explained the lack of performance of the software.

In December, 1999, a DSL was installed at eQualitative's Florida corporate offices. After many weeks and considerable dollars spent for technical experts and consultants trying to get the whole system to work, the system did not work. It was impossible to receive and maintain a video and audio signal from others via CuSeemePro or Net Meeting who were connecting to the Meeting Point server via modems. This is in direct contrast to all the assurances received from White Pine personnel.

In January, eQualitative purchased 6 different cameras and 5 different headsets, continuing to escalate the quality and price of these items in an effort to get the program to work. The program did not work.

On Monday, February 28, 2000, the final shoe fell. On that date, Dr. Frengut learned from White Pine representatives that White Pine Software could not work with modem users at all and that anything less than Cable Modem or DSL connections to the Internet would be futile. White Pine knew from its initial meeting with Dr. Frengut's business plan was to utilize White Pine Software to permit ordinary people to participate in focus groups, utilizing both video and audio conferencing, via 56K modem. Never, until February 28, 2000, was she told by White Pine that focus groups participants in the field were required to have cable modem or DSL connections to the Internet to utilize the software effectively.

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White Pine is accountable to Dr. Frengut and eQualitative.com. White Pine specifically was told of Dr. Frengut's detailed business plan, utilizing White Pine Software. White Pine repeatedly assured Dr. Frengut, both orally and in writing through its extensive product and marketing brochures, that White Pine Software absolutely fit for the use intended by Dr. Frengut. White Pine made detailed recommendations as to what technical support was necessary in order to achieve the optimal effectiveness of the White Pine Software, all of which was affirmatively implemented by Dr. Frengut. The fact is that it does not work.

We seek a prompt resolution of this matter, but one that does justice to the enormous time and energy invested by Dr. Frengut and dollars spent and income lost, by reason of the failure of White Pine software to perform as represented.

We look forward to your response.

Very truly yours,

Judith A. Rippes

JAR/pmf